

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

In re:

23ANDME HOLDING CO., *et al.*,<sup>1</sup>  
Debtors.

Case No. 25-40976-357  
Chapter 11

(Jointly Administered)

Hearing Date: April 22, 2025  
Hearing Time: 1:30 p.m.

Related Doc. 5

**ORDER (I) AUTHORIZING (A) REJECTION OF  
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES  
AND (B) ABANDONMENT OF CERTAIN PERSONAL PROPERTY, IF ANY, EACH  
EFFECTIVE AS OF THE PETITION DATE, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the Debtors for entry of an order (this “Order”) (a) authorizing the Debtors to (i) reject the Contracts and Leases set forth on **Exhibit A** to this Order and (ii) abandon the Personal Property that may be located at the Premises, if any, in each case, effective as of the Petition Date and (b) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and rule 9.01(B) of the Local Rules of the United States District Court for the Eastern District of Missouri; and this Court having found that this is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and this Court having found that

<sup>1</sup> A The Debtors in each of these cases, along with the last four digits of each Debtor’s federal tax identification number, are: 23andMe Holding Co. (0344), 23andMe, Inc. (7371), 23andMe Pharmacy Holdings, Inc. (4690), Lemonaid Community Pharmacy, Inc. (7330), Lemonaid Health, Inc. (6739), Lemonaid Pharmacy Holdings Inc. (6500), LPharm CS LLC (1125), LPharm INS LLC (9800), LPharm RX LLC (7746), LPRXOne LLC (3447), LPRXThree LLC (3852), and LPRXTwo LLC (1595). The Debtors’ service address for purposes of these chapter 11 cases is: 870 Market Street, Room 415, San Francisco, CA 94102.

<sup>2</sup> Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion.

it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court; and this Court having determined that the legal and factual bases set forth in the Motion and at the hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Each of the Contracts and Leases set forth on **Exhibit A** attached to this Order, including, to the extent applicable, any agreements, amendments, and modifications thereto, is rejected pursuant to section 365 of the Bankruptcy Code, and the Debtors' rights to possession of the Premises (as applicable) are terminated, effective as of the Petition Date.
3. Pursuant to section 554(a) of the Bankruptcy Code, the Debtors are authorized to abandon any Personal Property located on the Premises free and clear of all liens, claims, encumbrances, interests, and rights of third parties, and all such property is deemed abandoned as of the Petition Date. The applicable counterparty to each Lease may utilize or dispose of such Personal Property in its sole and absolute discretion without further notice or liability to the Debtors or any party claiming an interest in such abandoned property. The automatic stay, to the extent applicable, is modified to allow for such utilization or disposition. To the extent the Debtors

seek to abandon Personal Property that contains any “personally identifiable information,” as that term is defined in section 101(41A) of the Bankruptcy Code, or other personal and/or confidential information about the Debtors’ employees and/or customers, or any other individual, including, but not limited to, genetic material and information (the “Confidential Information”), the Debtors shall remove the Confidential Information from such property before abandonment in a manner that is secure and prevents unlawful use or disclosure and is compliant with applicable state and federal law.

4. Claims arising out of the rejection of the Contracts and Leases must be filed on or before the later of (a) 30 days after entry of this Order and (b) the claims bar deadline for filing proofs of claim against any of the Debtors, as set by an order of this Court.

5. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable law; (b) a waiver of the Debtors’ or any other party in interest’s right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) other than with respect to the Contracts and Leases, a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors’ estates; (g) a waiver or limitation of the Debtors’ or any other party in interest’s rights under the Bankruptcy Code or any other applicable law; (h) a waiver of the obligation of any party in interest to file a

proof of claim; or (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection of, or seek avoidance of, all such liens.

6. Notice of the Motion as provided therein is hereby deemed good and sufficient notice of such Motion, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice.

7. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

9. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

10. No later than two business days after entry of this Order, the Debtors shall serve a copy of this Order on the Notice Parties and shall file a certificate of service no later 24 hours after service.

Dated: April 23, 2025  
St. Louis, Missouri  
cjs



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Brian C. Walsh  
United States Bankruptcy Judge

**Order Prepared By:**

**Carmody MacDonald P.C.**

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**Exhibit A**

**The Contracts and Leases**

## Lease Contract Rejection Exhibit

#	Counterparty Name	Debtor Counterparty	Description of Contract <sup>1</sup>	Property Address	Description of Abandoned property	Rejection Effective Date
1	221 N MATHILDA, LLC / SCG Grove 221, LLC	23ANDME, INC.	LEASE AGREEMENT SUNNYVALE OFFICE, DATED 01/24/2019	223 N. MATHILDA AVENUE, SUNNYVALE, CA 94086	Furniture and fixtures	3/23/2025
2	COREWEAVE, INC.	23ANDME, INC.	SUBLEASE AGREEMENT SUNNYVALE OFFICE, DATED 08/15/2024	223 N. MATHILDA AVENUE, SUNNYVALE, CA 94086	--	3/23/2025

### Notes

[1] The agreements referenced herein include any amendments or modifications thereto

## Other Contract Rejection Exhibit

#	Counterparty Name	Debtor Counterparty	Description of Contract <sup>1</sup>	Counterparty Address	Rejection Effective Date
1	ABM INDUSTRY GROUPS, LLC	23ANDME, INC.	ADDENDUM NO. 1 TO THE MASTER SERVICES AGREEMENT DATED 11/09/2020	14141 SOUTHWEST FREEWAY, SUITE 477 SUGAR LAND, TX 77478	3/23/2025
2	ABM INDUSTRY GROUPS, LLC	23ANDME, INC.	EXHIBIT A STATEMENT OF WORK #4 DATED 08/22/2022	14141 SOUTHWEST FREEWAY, SUITE 477 SUGAR LAND, TX 77478	3/23/2025
3	ABM INDUSTRY GROUPS, LLC	23ANDME, INC.	STATEMENT OF WORK #3 DATED 04/18/2022	14141 SOUTHWEST FREEWAY, SUITE 477 SUGAR LAND, TX 77478	3/23/2025
4	ACCO ENGINEERED SYSTEMS	23ANDME, INC.	MAINTENANCE SERVICE AGREEMENT DATED 10/07/2019	300 BROADWAY STREET SUITE 20 SAN FRANCISCO, CA 94133-4529	3/23/2025
5	ADVANCED CHEMICAL TRANSPORT, INC.	23ANDME, INC.	MASTER SERVICES AGREEMENT DATED 01/22/2025	967 MABURY ROAD SAN JOSE, CA 95133	3/23/2025
6	ADVANCED CHEMICAL TRANSPORT, INC.	23ANDME, INC.	LETTER AGREEMENT DATED 04/27/2020	967 MABURY ROAD SAN JOSE, CA 95133	3/23/2025
7	ALLIED UNIVERSAL SECURITY SERVICES	23ANDME, INC.	TERMINATION LETTER FOR THE STATEMENT OF WORK #4 DATED 10/09/2024	229 N FIRST STREET SAN JOSE, CA 95132	3/23/2025
8	AUTOMATED BUILDING CONTROL SOLUTIONS	23ANDME, INC.	TERMS AND CONDITIONS DATED 12/20/2021	330 MATHEW STREET SANTA CLARA, CA 95050	3/23/2025
9	BENCHLING, INC.	23ANDME, INC.	SALES ORDER DATED 06/24/2024	555 MONTGOMERY STREET #1700 SAN FRANCISCO, CA 94111	3/23/2025
10	BENCHLING, INC.	23ANDME, INC.	SALES ORDER DATED 06/24/2024	555 MONTGOMERY STREET #1700 SAN FRANCISCO, CA 94111	3/23/2025
11	BENCHLING, INC.,	23ANDME, INC.	CUSTOMER AGREEMENT DATED 04/30/2021	555 MONTGOMERY STREET #1700 SAN FRANCISCO, CA 94111	3/23/2025
12	BRAVOSOLUTION UK LTD	23ANDME, INC.	USER AGREEMENT DATED (None entered)	3020 CARRINGTON MILL BLVD SUITE 100 MORRISVILLE, NC 27560	3/23/2025
13	CINTAS CORPORATION NO. 2	23ANDME, INC.	DATED 10/08/2019	6800 CINTAS BLVD. CINCINNATI, OH 45262-5737	3/23/2025



## Other Contract Rejection Exhibit

#	Counterparty Name	Debtor Counterparty	Description of Contract <sup>1</sup>	Counterparty Address	Rejection Effective Date
14	CONTROLLED CONTAMINATION SERVICES, LLC	23ANDME, INC.	JANITORIAL CLEANING PROPOSAL DATED 01/01/2020	6150 LUSK BLVD SUITE 205B SAN DIEGO, CA 92121	3/23/2025
15	EGNYTE, INC.	23ANDME, INC.	RENEWAL ORDER FORM DATED 05/26/2024	1350 W. MIDDLEFIELD RD MOUNTAIN VIEW, CA 94043	3/23/2025
16	EGNYTE, INC.	23ANDME, INC.	RENEWAL ORDER FORM DATED 05/26/2024	1350 W. MIDDLEFIELD RD MOUNTAIN VIEW, CA 94043	3/23/2025
17	EGNYTE, INC.	23ANDME, INC.	ORDER FORM DATED 05/21/2021	1350 W. MIDDLEFIELD RD MOUNTAIN VIEW, CA 94043	3/23/2025
18	ENVOY, INC.	23ANDME, INC.	NOTICE OF THE NON-RENEWAL OF THE ORDER FORM DATED 05/04/2024	410 TOWNSEND STREET 4TH FLOOR SAN FRANCISCO, CA 94107	3/23/2025
19	ENVOY, INC.	23ANDME, INC.	SAAS AGREEMENT DATED 05/04/2024	410 TOWNSEND STREET 4TH FLOOR SAN FRANCISCO, CA 94107	3/23/2025
20	JAGGAER, LLC	23ANDME, INC.	ORDER FORM DATED 09/09/2023	3020 CARRINGTON MILL BLVD SUITE 100 MORRISVILLE, NC 27560	3/23/2025
21	JAGGAER, LLC	23ANDME, INC.	ORDER FORM DATED 09/09/2022	3020 CARRINGTON MILL BLVD SUITE 100 MORRISVILLE, NC 27560	3/23/2025
22	LINKEDIN CORPORATION	23ANDME, INC.	TALENT TRANSFORMATION CONFERENCE DATED 03/13/2020	1000 W. MAUDE AVENUE SUNNYVALE, CA 94085	3/23/2025
23	LINKEDIN CORPORATION	23ANDME, INC.	ORDER FORM DATED 09/14/2023	1000 W. MAUDE AVENUE SUNNYVALE, CA 94085	3/23/2025
24	O'SULLIVAN VENDING & COFFEE SERVICES	23ANDME, INC.	TERMINATION OF THE STATEMENT OF WORK DATED 09/25/2022	3536 ARDEN RD. HAYWARD, CA 94545	3/23/2025
25	OFFICE SPACE	23ANDME, INC.	SERVICES AGREEMENT DATED (None entered)	228 PARK AVENUE S. SUITE 39903 NEW YORK, NY 10003	3/23/2025
26	OFFICESPACE SOFTWARE INC.	23ANDME, INC.	SERVICES ORDER FORM DATED 12/01/2019	228 PARK AVENUE S. SUITE 39903 NEW YORK, NY 10003	3/23/2025
27	OFFICESPACE SOFTWARE INC.	23ANDME, INC.	ATA PROCESSING ADDENDUM DATED 06/01/2022	30000 MILL CREEK AVENUE SUITE 300 ALPHARETTA, GA 30022	3/23/2025
28	OKTA, INC.	23ANDME, INC.	ORDER FORM DATED 01/19/2024	100 1ST STREET SAN FRANCISCO, CA 94105	3/23/2025
29	PACIFIC GAS AND ELECTRIC COMPANY	23ANDME, INC.	INTERCONNECTION AGREEMENT DATED 05/28/2020	245 MARKET STREET MAIL CODE N7L SAN FRANCISCO, CA 94105-1702	3/23/2025

## Other Contract Rejection Exhibit

#	Counterparty Name	Debtor Counterparty	Description of Contract <sup>1</sup>	Counterparty Address	Rejection Effective Date
30	SHARP ELECTRONICS CORPORATION DBA SHARP BUSINESS SYSTEMS	23ANDME, INC.	VALUE LEASE SUPPLEMENT DATED 12/03/2019	100 PARAGON DRIVE MONTVALE, NJ 07645	3/23/2025
31	SHARP ELECTRONICS CORPORATION DBA SHARP BUSINESS SYSTEMS	23ANDME, INC.	LEASE APPLICATION DATED 03/18/2022	100 PARAGON DRIVE MONTVALE, NJ 07645	3/23/2025
32	SILICON VALLEY MECHANICAL, INC.	23ANDME, INC.	STATEMENT OF WORK #2 DATED 03/01/2024	2115 RINGWOOD AVE. SAN JOSE, CA 95131	3/23/2025
33	SILICON VALLEY MECHANICAL, INC.	23ANDME, INC.	MASTER SERVICES AGREEMENT DATED 02/01/2023	2115 RINGWOOD AVE. SAN JOSE, CA 95131	3/23/2025
34	SILICON VALLEY MECHANICAL, INC.	23ANDME, INC.	STATEMENT OF WORK #3 DATED 09/12/2024	2115 RINGWOOD AVE. SAN JOSE, CA 95131	3/23/2025
35	SIMPLE BUT NEEDED, INC.	23ANDME, INC.	PRIVACY AND SECURITY ADDENDUM DATED 03/15/2021	2425 CHANNING WAY BERKELEY, CA 94704	3/23/2025
36	SIMPLE BUT NEEDED, INC.	23ANDME, INC.	MASTER SERVICES AGREEMENT DATED 03/15/2021	2425 CHANNING WAY BERKELEY, CA 94704	3/23/2025
37	TWILIO, INC.	23ANDME, INC.	PLATFORM AGREEMENT (SEGMENT) DATED 08/01/2024	101 SPEAR STREET, 5TH FLOOR SAN FRANCISCO, CA 94105	3/23/2025
38	UNIVERSAL PROTECTION SERVICE, LP DBA ALLIED UNIVERSAL SECURITY SERVICES	23ANDME, INC.	STATEMENT OF WORK #2 DATED 05/25/2022	229 N FIRST STREET SAN JOSE, CA 95132	3/23/2025
39	VERISK 3E	23ANDME, INC.	VERISK 3E ORDER FORM – 3E PROTECT DATED 09/29/2020	3207 GREY HAWK CT. SUITE 200 CARLSBAD, CA 92010	3/23/2025
40	VIVREAU USA LP	23ANDME, INC.	RENTAL AGREEMENT DATED 10/03/2019	131 WEST 35TH STREET 8TH FLOOR NEW YORK, NY 10001	3/23/2025
41	VIVREAU USA LP	23ANDME, INC.	RENTAL AGREEMENT DATED 11/01/2019	14 MADISON ROAD, UNIT D FAIRFIELD, NJ 07004	3/23/2025

### Notes

[1] The agreements referenced herein include any amendments or modifications thereto